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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

PATRICIA A GRIFFING, Individually and as Personal Representative of the Estate of **JACK R. GRIFFING**, Deceased,

Case No. 3:20-cv-6633-MMC

Plaintiff,

vs.

VIACOMCBS INC. (*f/k/a* CBS CORPORATION *f/k/a* VIACOM, INC., Successor by merger with CBS CORPORATION *f/k/a* WESTINGHOUSE ELECTRIC CORPORATION).

Defendant.

**[PROPOSED] ORDER APPROVING
WRONGFUL DEATH SETTLEMENT;
VACATING HEARING**

Date: June 18, 2021
Time: 9:00 am
Judge: Hon. Maxine M. Chesney
Courtroom: 7

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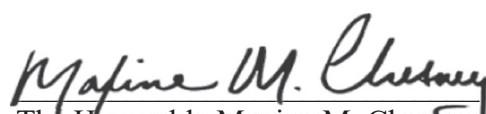
1 Plaintiff Patricia A. Griffing, individually and as the duly appointed Personal Representative of the
 2 Estate of Jack R. Griffing, Deceased, filed a wrongful death and survival action in this Court on September
 3 22, 2020. Plaintiff alleges that Decedent was exposed to asbestos while serving in the United States Navy
 4 from equipment manufactured, designed, and supplied by Defendant, and that Decedent subsequently died
 According to plaintiff, at
 5 from asbestos-related lung cancer. At the time of his death, Decedent was a resident of Charleston County,
 and his
 6 South Carolina, His estate accordingly is being administered by the Charleston County Probate Court.

7 Before this Court is Plaintiff's motion for approval of a settlement agreement between Plaintiff and
 8 Defendant. This Court's approval of the settlement is required by §§ 15-51-41 and 15-51-42 of the South
 9 Carolina Code of Laws. This Court held a hearing on Plaintiff's motion on June 18, 2021, at 9:00 a.m., at
 10 which Plaintiff and counsel for Plaintiff and Defendant appeared by videoconference. The Court has
 11 reviewed the terms of the settlement agreement *in camera*, and Plaintiff and her counsel have verified that
 12 they understand the terms of the settlement and believe it is fair and reasonable. Plaintiff further wishes
 13 to allocate fifty percent of the settlement amount to the wrongful death claim and ten percent to the
 14 survival claim.¹ Attorney's fees and costs will be paid out of the settlement proceeds pursuant to the
 15 agreement between Plaintiff and her counsel.

16 having considered the instant motion and the papers submitted in support thereof,
 17 The Court, finds and concludes that the settlement agreement between Plaintiff and Defendant is
 18 fair and equitable and hereby approves the same.² Plaintiff is authorized to execute a proper covenant not
 19 to execute and/or release as to Defendant and all other documents necessary to conclude the settlement.
 20 The covenant not to execute and/or release shall be binding upon Plaintiff individually and as personal
 representative and statutory beneficiary of Decedent's estate.

21 IT IS SO ORDERED.

22 Dated: June 11, 2021



The Honorable Maxine M. Chesney
 Senior United States District Judge

25 ¹ In her Supplemental Motion for Approval of Wrongful Death and Survival Settlement, plaintiff states she
 26 wishes to amend the instant motion "to state that the settlement with [defendant] is being divided
 evenly between the wrongful death and survival claims." (See Suppl. Mot. ¶ 7.)

27 ² In light thereof, the hearing scheduled for June 18, 2021, is hereby VACATED.